

**Plaintiffs,**

**V.**

**SANTANDER CONSUMERS USA**

**Defendant,**

Case:2:11-cv-15250  
Judge: Cook, Julian Abele  
MJ: Michelson, Laurie J.  
Filed: 11-30-2011 At 09:32 AM  
CMP ANNIE RUTLAND V SANTANDER CONSUMERS USA (LG)

**REPLEVIN AND/OR CLAIM AND DELIVERY,**

**AND CLAIM FOR RELIEF UNDER AUTHORITY OF 5 USC 552**

1. This is an action under the Freedom of Information Act (“FOIA”), 5 U.S.C. 552, as amended, challenging the failure of Santander Consumers to respond to the request of Plaintiff for disclosure of records related to the purchase of Plaintiff’s vehicle. Also Plaintiff seeks return of the vehicle, personal property maintained inside of the vehicle, and actual damages in the event the vehicle has been sold.

2. Further, this case seeks declaratory relief that Santander Consumers is in violation of the FOIA, 5 U.S.C. §552(a) and (b), for failing to respond to plaintiff's request for records and injunctive relief ordering defendant Santander Consumers to process immediately the requested records in their entirety.

## PARTIES

3. Plaintiff is a resident of the city of Westland, County of Wayne, State of

Michigan.

4. The property in dispute is 4 door, Black, 2006, DTS, Cadillac, Vin: 1G6DP577160121547.

5. That upon information and belief Defendant Santander is a banking institution doing business in the State of Michigan, formerly known as Drive Consumer USA, Inc. and changed its name to Santander Consumer USA Inc. in 2007. The company was founded in 1995 and is based in Dallas, Texas. As of December 8, 2006, Santander Consumer USA Inc, operates as a subsidiary of Santander Holdings USA, Inc

### **STATUTORY FRAMEWORK**

6. The FOIA, 5 U.S.C. § 552, requires agencies to release requested records to the public unless one or more specific statutory exemptions apply.

7. An agency must respond to a party making a FOIA request within 20 working days, notifying that party of at least the agency's determination whether or not to fulfill the request and of the requester's right to appeal the agency's determination to the agency head. 5 U.S.C. § 552(a) (6) (A)(i).

5. In "unusual circumstances," an agency or "public body" may delay its response to a FOIA request or appeal, but must provide notice and "the date on which a determination is expected to be dispatched." 5 U.S.C. § 552(a)(6)(B). Any such delay may it exceed an additional ten working days beyond the initial 20-working-day period

mandated-by the FOIA.

9. An agency must produce all responsive records except to the extent they, or any portion thereof, fall into one of nine specified exemptions. 5 U.S.C. § 552(b).

10. This Court has jurisdiction, upon receipt of a complaint, “to enjoin Santander from withholding agency records, selling plaintiff property, should be to order produce documents held by Santander Consumers, which are being improperly withheld from the complainant and return the vehicle to Plaintiff .” 5 U.S.C. § 552(a)(4)(B).

#### COUNT I

#### VIOLATION OF FOIA

11. On September 20, 2011 Santander Consumers signed and received Plaintiff’s FOIA request certified mail, which sought documents and proof of signature on all agreements because Plaintiff did not have any of the agreements.

12. Annie Rutland, hereinafter, “Plaintiff,” requested that Santander Consumer USA produce Non- computerized copies of the Original Agreement, Bond, Promise to Pay, Agreements, Closing documents, arbitration agreements, repossession agreements, signed by Annie Rutland. See attached exhibit, “FOIA

13. Plaintiff requested that Santander Consumer USA provide an accounting of

the indebtedness and/or claim of deficiency, signed under the penalty of perjury, attesting to the amount of money claimed deficient by Santander Consumer. See attached exhibit, "FOIA

14. Plaintiff requested that Santander Consumer USA provide an affidavit or incorporation documents from the President of Santander Consumer USA, signed under the penalty of perjury attesting to his ability and/or Santander Consumer USA's corporate ability to lend money to Annie Rutland. See attached exhibit, "FOIA

15. Plaintiff requested that Santander Consumer USA provide an affidavit from the President of Santander, signed under the penalties of perjury, attesting to the fact that Santander does not operate under the GAAP and/or Generally Accepted Account Principles. See attached exhibit, "FOIA

16. Plaintiff requested that Santander Consumer USA provide an affidavit signed under the penalties of perjury, that Santander is Holder of the original instrument, Bond or Note, and is also in possession of the original agreement. See attached exhibit, "FOIA

17. Plaintiff requested that Santander Consumer USA provide an itemized accounting of all payments made by Plaintiff as a result of Santander's extension of money to Annie Rutland, signed under the penalty of perjury. See attached exhibit, "FOIA

18. Plaintiff requested that Santander Consumer USA provide a Bank Statement or accounting statement showing the amount of money Extended or given from Santander's personal reserve, personal assets, and/or personal Bank account to Plaintiff Annie Rutland . See attached exhibit, "FOIA."

19. Defendant Santander Consumers failed to respond to Plaintiff's FOIA request within 20 working days, to notify Plaintiff of at least their determination whether or not they would fulfill Plaintiff FOIA request, and of Plaintiff's right to appeal Santander's determination.

20. On October 27 2011 Santander Consumer USA sent Plaintiff a late response which excluded documents request in the FOIA

21. Santander Consumer USA has conspired to withhold the document sought by Plaintiff or confess that the documents do not exist.

22. In a March 1, 2011 decision that has received much publicity, the supreme court ruled that the term personal privacy does not apply to corporation, at least in the context of FOIA. The decision is FCC v. AT&T Inc reflects the supreme courts application of a particular exemption to FOIA.

23. As a result of Santander's conspiracy to withhold the record, or in the alternative, remain silence when Santander had a legal duty to speak, the records sought do not exist, and Plaintiff has been damaged financially, socially, and emotionally by the non-compliant acts of Santander Consumer.

COUNT II

REPLEVIN/ CLAIM AND DELIVERY UNDER

MCL 600.2920

24. MCL 600. 2920 provides that: (1) A civil action may be brought to recover possession of any goods or chattels which have been unlawfully taken or unlawfully detained and to recover damages sustained by the unlawful taking or unlawful detention, subject to the following conditions:

- (a) An action may not be maintained under this section to recover possession of or damages for goods or chattels taken by virtue of a warrant for the collection of a tax, assessment, or fine in pursuance of a statute of this state
- (b) An action may not be maintained under this section to recover possession of or damages for goods or chattels seized by virtue of an execution or attachment at the suit of the defendant in the execution or attachment unless the goods or chattels are exempted by law from execution or attachment.
- (c) An action may not be maintained under this section by a person who, at the time the action is commenced, does not have a right to possession of the goods or chattels taken or detained.

- (d) A writ, order, or process for delivery of goods or chattels before judgment may not be issued unless the court, after notice and a hearing and under procedures provided by rules of the supreme court, determines that the claim for recovery is probably valid and unless the party claiming a right to recover possession of the goods or chattels files a sufficient bond.

(2) A person who holds books or papers pertaining to an office and who is not the person in that office shall surrender them to the person entitled to that office. The person entitled to possession of the books and papers may bring an action to recover their possession. The court may order a person to show cause why he should not be compelled to deliver those books and papers and may order the delivery of the books and papers.

25. Plaintiff seeks to recover possession of a vehicle which has been unlawfully taken or unlawfully detained and to recover damages sustained by the unlawful taking or unlawful detention of Plaintiff's vehicle and personal property inside the vehicle.

26. Santander Consumer USA had a fiduciary duty to answer Plaintiff's FOIA Request. Plaintiff sought via FOIA, proof of Santander's possession of the original agreement and the amount allegedly claimed to be deficient by Santander, which would have given rise to Santander's Holder in Due course status and/or entitlement to repossession under the promissory note and/or agreement.

27. Instead, Santander remained silence when Plaintiff questioned Santander's status as possessor and/or holder- in- due course of the original agreement bearing Plaintiff Annie Rutland's signature. In an action on a note, it is the complaining party that bears the burden of proving it is the owner. *Barnes v Poet*, 77 Mich 391, 395; 43 NW 1025 (1889). But possession of an endorsed note is presumptive proof of ownership.

Id.; Reed v McCready, 170 Mich 532, 540; 136 NW 488 (1912).

28. In Michigan, a secured party to a retail installment contract may avail itself of self-help repossession provided that it does not breach the peace. Section 9-503 of the UCC, MCL 440.9503, which was in effect at all relevant times during these proceedings, provides in pertinent part:

Unless otherwise agreed a secured party has on default the right to take possession of the collateral. In taking possession a secured party may proceed without judicial process if this can be done without breach of the peace or may proceed by action.

29. Section 9-501(1) of the UCC, MCL 440.9501(1), provides that a default is determined by the terms of the security agreement. Generally, a party is deemed in default for failure to make payments as provided in a security agreement. White and Summers, Uniform Commercial Code, (4th ed 1995), § 25-2, p 902.

30. Santander seriously endangered or disturbed peace and order by detaining Plaintiff's vehicle, without providing proof to Plaintiff that default actually occurred under the terms of the retail installment contract and/or security agreement.

31. The retail installment contract was subsequently assigned to Santander Consumer based on Plaintiff allegedly borrowing money for the purchase of the 4 door,



Black, 2006, DTS, Cadillac , Vin: 1G6DP577160121547.

32. Santander never set forth evidence certifying that Santander was assigned the debt and/or in possession of the debt or an arbitration agreement bearing the signature of Annie Rutland. Thus, as set forth in *Jay Dee Inc v Fattore Constr Co*, 96 Mich App 519, 522; 293 NW2d 620 (1980) (noting that the statute “permits recovery of personal property unlawfully taken or detained”)

33. Santander Consumer’s reliance on an arbitration clause in a contracts of adhesion which waives a parties due process rights is morally, ethically, and legally wrong. See *Myers v. MBNA America and North American Capitol Corporation*, CV 00-163-MDWM (D. Mont. , March 20, 2001), *Armendariz v. Found. Health Psychare Servs., Inc.*, 6 P.3d 669, 690 (Cal. 2000), *Circuit City v. Adams*, 279 F.3d 889, 893 (9<sup>th</sup> Cir. 2002), (citing *Stirlen v. Supercuts, Inc.*, 60 Cal. Rptr. 2d 138, 145 (Ct.App. 1997), *Soltani v. W. & S. Life Ins. Co.*, 258 F.3d 1038, 1042 (9<sup>th</sup> Cir. 2001), *Neal v. State Farm Ins. Co.*, 10 Cal. Rptr. 781 (Ct. App. 1961), *Flores v. Transamerica HomeFirst, Inc.*, 113 Cal. Rptr. 2d 376, 382(Ct. App. 2001), *Szetela v. Discover Bank*, 118 Cal. Rptr. 2d 862, 867 (Ct. App. 2002), *ACORN v. Household Int’l, Inc.*, 211 F. Supp. 2d 1160, 1172 (N.D. Cal. 2002), *Mandel v. Household Bank*, 2003 SL 57282, at \*4(Cal. Ct. App. Jan. 7, 2003) (applying Nevada law), *Murcuro v. Superior Court*, 116 Cal. Rptr. 2d 671, 678 (Ct. App. 2002), *Gilmer v. Interstate /Johnson Lane Corp.* 500 U.S. 20 (1991), *In re: Cole*, 105 F.3d at 1482, *Shankle v. B-G Maint., Inc.*, 163 F.3d 1230, 1235 (10<sup>th</sup> Cir. 1999), *In re: Doctor’s Assocs.*, 517 U.S. at 688, and *Ting v. AT&T*, NO. 02-15416 (9<sup>th</sup>

Cir. Feb. 11, 2003).

34. As a result of Santander's failure to answer Plaintiff's FOIA request, Santander agreed, by silence, that Santander did not lend Plaintiff any money from their own personal reserves, which gave rise to Santander's claim of deficiency or financial loss in the amount of \$13,000.00 plus dollars in US Currency.

### COUNT III

#### TRESPASSING

35. To establish a claim for trespass to chattels, also known as trespass to personal property, a plaintiff must show a wrongful exercise of dominion or control over the plaintiff's property. See *Burns v Kirkpatrick*, 91 Mich 364; 51 NW 893 (1892).

36. "In Michigan, recovery for trespass to land is available only upon proof of an unauthorized direct or immediate intrusion of a physical, tangible object onto land over which the plaintiff has a right of exclusive possession." *Terlecki v Stewart*, 278 Mich App 644, 654; 754 NW2d 899 (2008) (internal quotation omitted).

37. On October 7, 2011 at 6:00 Am, Agents of Santander Consumer wrongfully

exercised of Dominion or control over Plaintiff's 4 door, Black, 2006, DTS, Cadillac ,  
Vin: 1G6DP577160121547, repossessing said property, also confiscating Plaintiff  
personal belongings inside said property.

38. Plaintiff is the registered owner of the 4 door, Black, 2006, DTS, Cadillac ,  
Vin: 1G6DP577160121547. Plaintiff requested proof of entitlement as lien/bond holder,  
which Santander remained silent, and did not request an extension to respond as set forth  
under FOIA.

39. Through the course of Santander's unlawful acts to exercise dominion or  
control over plaintiff's vehicle, and without proof of a contract, Agents of Santander took  
Plaintiffs' Old LP 33's records, 2 library books by Steve Harvey, which are due,  
sunglasses, reading glasses, curling iron , 1 small pressing comb, 1 large pressing comb,  
shampoo, conditioner, and 3 umbrella.

40. On October 7, 2011 at 6:00 Am, Agents of Santander Consumers trespassed  
on to land located at 33195 Warren Rd, Westland, Mi 48185-2917, taking plaintiff  
vehicle, and without authorization from Plaintiff to enter into the apartment complex .

41. Proof of an unauthorized direct or immediate intrusion of plaintiff's vehicle  
from land known as Plaintiff principle residence, which Plaintiff had a right of exclusive  
possession, occurred when Santander authorized "self-help repossession", although

Santander failed to provide Plaintiff with the information needed to resume payment to the obligation and/or contract.

42. Agents of Santander was not invited by plaintiff to enter onto the premises. Santander lacked an original agreement bearing the signature of Annie Rutland giving rise to Santander's authority to exercise recourse under Section 9-501(1) of the UCC, MCL 440.9501(1).

Remedy sought

Wherefore the rule of law requires this court's order that Santander be compelled to state under oath that Santander does not have the documents requested within the FOIA or be found in contempt. See 5 USC 552, vi (g). Plaintiff prays this court award actual damages due to Santander's non-compliant acts, emotional distress, and time lost for work, in the amount of \$ 70,000.00.

Prepared and submitted by:



Annie Rutland

313-970-4016

Date

11/11

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Office of Consumer  
Credit Comm.  
2601 North Lamar Bl.  
Austin Texas 78705-  
4207

2. Article Number

(Transfer from service label)

7010 2780 0000 7613 3502

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Tom Trawick

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Standard Consumer  
USA  
PO Box 961295  
Forth Worth, TX  
76161-295

2. Article Number

(Transfer from service label)

7010 2780 0000 7613 3489

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

Gini Moore

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



October 27, 2011

Annie Rutland  
33195 Warren Road Apt. 822  
Westland, MI 48185

Re: Account No. 6289104

Dear Ms. Rutland:

We have received your correspondence dated regarding the above referenced account number. We have investigated this matter and offer the following response.

Enclosed you will find copies of documents which validate the debt owned or serviced by Santander Consumer USA Inc. and the amount currently owed on the account.

If you need further assistance regarding your account you may call our Customer Service Department at 1-888-222-4227.

Sincerely,

Santander Consumer USA Inc.



<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b>		<b>Seller</b>	<b>Buyer</b>
No. <b>DEAL# 97567</b>		<b>JAY CHEVROLET, INC.</b>	<b>ANNIE DORIS RUTLAND</b>
Date <b>12/17/2009</b>		<b>3372 W HIGHLAND RD</b>	<b>18485 ROBSON ST</b>
		<b>HIGHLAND, MI 48357</b>	<b>DETROIT, MI 48235</b>
		"We," "us," and "our" mean the Seller above, its successors and assigns.	"You" and "your" mean each Buyer above, and guarantor, jointly and individually.

**SALE:** You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle: Year **2006** VIN **1G6DP577160121547** Other:  
 Make **CADILLAC** Lic. No./Year  
 Purchased Model **CTS** ☐ New ☒ Used

Description of Trade-In **N/A**

**SECURITY:** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. Our interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Vehicle. You also assign to us and give us a security interest in the following collateral security: proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ **13011.40**, plus finance charges accruing on the unpaid balance at the rate of **24.9900** % per year from today's date until paid in full. Finance charges accrue on a **365** day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of \$ **N/A** if you pay this Contract in full before we have earned that much in finance charges.

**DOWN PAYMENT:** You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

#### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
<b>24.99 %</b>	<b>\$ 10133.00</b>	<b>\$ 13011.40</b>	<b>\$ 23144.40</b>	<b>\$ 2000.00</b>
				<b>\$ 25144.40</b>

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
<b>60</b>	<b>385.74</b>	<b>MONTHLY BEGINNING 01/31/2010</b>

**Security:** You are giving a security interest in the Motor Vehicle purchased.

☐ **Late Charge:** If a payment is more than **10** days late, you will be charged **\$15.00 OR 5% OF THE PAYMENT WHICHEVER IS GREATER**

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.

**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

**CREDIT INSURANCE:** Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life:** Insured ☐ Single ☐ Joint Prem. \$ **N/A** Term **N/A**

**Credit Disability:** Insured ☐ Single ☐ Joint Prem. \$ **N/A** Term **N/A**

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer **d/o/b** Buyer **d/o/b**

**PROPERTY INSURANCE:** You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ **N/A**. If you get insurance from or through us you will pay \$ **N/A** for **N/A** of coverage.

This premium is calculated as follows:  
☐ \$ **N/A** Deductible, Collision Coverage \$ **N/A**  
☐ \$ **N/A** Deductible, Comprehensive Cov. \$ **N/A**  
☐ Fire-Theft and Combined Additional Coverage \$ **N/A**  
☐ \$ **N/A**

☐ **SERVICE CONTRACT:** You agree to purchase an optional Service Contract to cover **N/A**

**N/A**. This Service Contract will be in effect for **N/A**

#### ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ <b>848.40</b> )	\$ <b>14798.40</b>
Service Contract, Paid to: <b>N/A</b>	\$ <b>N/A</b>
Documentary Preparation Fee	\$ <b>190.00</b>
Cash Price	\$ <b>14988.40</b>
Manufacturer's Rebate	\$ <b>N/A</b>
Cash Down Payment	\$ <b>2000.00</b>
Deferred Down Payment	\$ <b>N/A</b>
a. Total Cash/Rebate Down	\$ <b>2000.00</b>
b. Trade-In Allowance	\$ <b>N/A</b>
Trade-In Description	<b>N/A</b>
c. Less: Amount owing	\$ <b>N/A</b>
Paid to: <b>N/A</b>	
d. Net Trade-In (b. minus c.)	\$ <b>N/A</b>
e. Net Cash/Trade-In (a. plus d.)	\$ <b>2000.00</b>
Down Payment (e.; disclose as \$0 if negative)	\$ <b>2000.00</b>
Unpaid Balance of Cash Price	\$ <b>12988.40</b>
Amount to Finance line e. (if e. is negative)	\$ <b>N/A</b>
Paid to Public Officials - Filing Fees	\$ <b>23.00</b>
Insurance Premiums	\$ <b>N/A</b>
To: <b>N/A</b>	\$ <b>N/A</b>
To: <b>N/A</b>	\$ <b>N/A</b>
To: <b>N/A</b>	\$ <b>N/A</b>
Total Other Charges/Amounts Pd. to Others	\$ <b>23.00</b>
Less: Prepaid Finance Charges	\$ <b>N/A</b>
Amount Financed	\$ <b>13011.40</b>

\*We may retain or receive a portion of this amount.

**Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others unless so indicated hereon.**

**Notice to buyer. Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.**

**BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT.**

Buyer **ANNE DORIS RUTLAND** 12/17/2009  
 Signature Date

Signature Date  
**BUYER ACKNOWLEDGES DELIVERY OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.**  
 Seller: By **ANNE DORIS RUTLAND**

**ASSIGNMENT:** This Contract and Security Agreement is assigned to **DRIVE FINANCIAL**  
 the Assignee, phone **N/A**. This assignment is made ☐ under the terms of a separate agreement. ☐ under the terms of the ASSIGNMENT BY SELLER on page 2. ☐ This assignment is made with recourse. 12/17/2009  
 Seller: By **ANNE DORIS RUTLAND** Date

**ADDITIONAL TERMS OF THIS CONTRACT AND SECURITY AGREEMENT**

**GENERAL TERMS:** You have been given the opportunity to purchase the Vehicle and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that we (or our affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that you buy through us or our affiliate.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

**PREPAYMENT:** You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance.

**BALLOON PAYMENT:** If any scheduled payment is more than twice as large as the average of all other regularly scheduled payments, you have the right to refinance that payment when it is due. You may refinance the balloon in equal installments over a reasonable period of time. The terms we offer for that refinance must otherwise be as favorable as the original terms of this Contract.

**OWNERSHIP AND DUTIES TOWARD PROPERTY:** By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else.
- The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this Contract.
- You will not attempt to sell the Property (unless it is properly identified inventory) or otherwise transfer any rights in the Property to anyone else, without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**DEFAULT:** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to perform any obligation that you have undertaken in this Contract.
- You fail to make a payment on this Contract in full when due. If you default, you agree to pay our costs for collecting amounts owing, including, without limitation, court costs, attorneys' fees, and fees for repossession, repair, storage and sale of the Property securing this Contract.
- If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

**REMEDIES:** If you are in default on this Contract, we have all of the remedies provided by law and this Contract:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. This amount will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward your obligations.
- Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

**INSURANCE:** You agree to buy property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as a loss payee, we may obtain insurance to protect our interest in the Property. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.

**Creditor-Placed Insurance Notice.**

You are giving us a security interest in the Property described in the Security Agreement section. You are required to maintain insurance on the Property to protect our interest until all debts secured by this Contract are paid. If you fail to provide evidence of insurance on the Property to us, we may place insurance on the Property and you will be responsible to pay for the costs of that creditor-placed insurance.

At our option the method of billing for creditor-placed insurance charges may create a balloon payment or extend the maturity date of the debts secured by this Contract.

**OBLIGATIONS INDEPENDENT:** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**WARRANTY:** Warranty information is provided to you separately.

**THIRD PARTY AGREEMENT**

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change this Contract, or release any party or property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**ASSIGNMENT BY SELLER**

Seller sells and assigns this Retail Installment Contract and Security Agreement, (Contract), to the Assignee, its successors and assigns, including all its rights, title and interest in this Contract, and any guarantee executed in connection with this Contract. Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. (SEPARATE AGREEMENT: If this Assignment is made "under the terms of a separate agreement" as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
- The statements contained in this Contract are true and correct.
- The down payment was made by the Buyer in the manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives.
- This sale was completed in accordance with all applicable federal and state laws and regulations.
- This Contract is valid and enforceable in accordance with its terms.
- The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
- This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
- A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
- The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- Seller has or will perfect a security interest in the Property in favor of the Assignee.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorneys' fees. Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this Assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee. Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS OTHERWISE INDICATED ON PAGE 1, THIS ASSIGNMENT IS WITHOUT RECOURSE.

WITH RECOURSE: If this Assignment is made "with recourse" as indicated on page 1, Assignee takes this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.



	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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**Office of  
Consumer  
Credit  
Commissioner**



Leslie L. Pettijohn  
Commissioner

2601 N Lamar Blvd  
Austin, Tx 78705  
[www.occc.state.tx.us](http://www.occc.state.tx.us)

512-936-7600  
Fax: 512-936-7610  
Consumer Helpline: 800-538-1579

September 30, 2011

Annie Rutland  
33195 Warren Rd. Apt. 822  
Westland, MI 48185-2917

*Via First Class Mail*

Re: OR-12-015 Santander Consumer USA, Inc.

Dear Ms. Rutland:

On September 19, 2011, the Office of Consumer Credit Commissioner (OCCC) received your request for information in which you state in pertinent part:

Pursuant to the Freedom of Information Act, I request certified documents, constitutional authorities, and positive law pertaining to the issues below:

- (1) Please provide Certified Color Non-computerized copies of the Original Agreement, Bond, promise to pay, Agreements, closing documents, arbitration agreements, repossession agreements, signed by Annie Rutland.
- (2) Please provide provided [sic] an accounting of the indebtedness and/or claim of deficiency, signed under penalty of perjury, attesting to the amount of money claimed deficient by Santander Consumer.
- (3) Please provide an affidavit or incorporation documents from the president of your company signed under penalty of perjury attesting to his ability and/or your companies [sic] corporate ability to lend money to Annie Rutland.
- (4) Please provide an affidavit from the president of your company, signed under the penalties of perjury, attesting to the fact that this office does not operate under the GAAP and/or Generally Accepted Account Principles.

(5) Please provide an affidavit signed under the penalties of perjury, that Santander is Holder of the original instrument, Bond or Note, and is also in possession of the original agreement

(6) Please provide an itemized accounting of all payments made as a result of Santander's extension of money to Annie Rutland, signed under the penalty of perjury.

(7) Please provide a Bank Statement or accounting statement showing the amount of money Extended or given from Santander's personal reserve, personal assets, and/or personal Bank account to Annie Rutland

Pursuant [sic] Title 5 of the United States Code, section 552), Your office is required to answer within Five days. If a response and/or request for an extension of time is not received, I will file a Federal Court case action seeking redress under the Issues

First, as a Texas governmental body, the OCCC is not governed by the federal Freedom of Information Act, but rather is subject to the Texas Public Information Act (TPIA or Act), Chapter 552 of the Texas Government Code. The response timeline under the TPIA is 10 business days. Ten (10) business days from Monday, September 19, 2011, is Monday, October 3, 2011. Thus, the OCCC is providing a timely response as per Texas Government Code, §552.221.

Second, the OCCC licensing database reflects that Santander Consumer USA, Inc. ("Santander") has four licenses with our agency: two licenses to offer regulated loans under Chapter 342 of the Texas Finance Code, and two licenses to engage in motor vehicle sales financing under Chapter 348 of the Texas Finance Code. However, as our records reflect that you have not contacted our agency prior to this request, we do not have any documents pertaining to your transaction with Santander. Consequently, the OCCC does not have any information responsive to your request.

According to the Office of the Attorney General: "It is implicit in several provisions of the [Texas Public Information] Act that the Act applies only to information already in existence." Office of the Attorney General of Texas, 2010 Public Information Handbook, p. 20 (2010) (citing Tex. Gov't Code §§552.002, .021, .227, .351). "Thus, the Act does not require a governmental body to prepare new information in response to a request." *Id.* (citing *A & T Consultants, Inc. v. Sharp*, 904 S.W.2d 668, 676 (Tex. 1995); *Fish v. Dallas Indp. Sch. Dist.*, 31 S.W.3d 678, 681 (Tex. App.--Eastland 2000, pet. denied); Tex. Att'y Gen. Op. No. H-90 (1973); Tex. Att'y Gen. Open Records Decision Nos. 452 at 2-3 (1986), 342 at 3 (1982), 87 (1985)).

In your request, you ask for "certified documents, constitutional authorities, and positive law pertaining to the issues" outlined by your request. As stated above, the OCCC does not have any responsive information, including "certified documents." Regarding any "constitutional authorities" or "positive law" that may relate to your request, "the Act does not require a governmental body to prepare answers to questions or to do legal research." *Id.* (citing Tex. Att'y Gen. Open Records Decision Nos. 563 at 8 (1990), 555 at 1-2 (1990)).

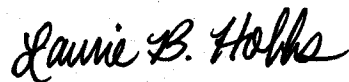
Third, I believe that your request may have been intended for the company itself, Santander Consumer USA, Inc. You may wish to ask for this information from Santander if you have not already done so.

In addition, if your vehicle was not purchased in Texas, your transaction would be outside of our direct jurisdiction. As a Michigan consumer, you may wish to contact the agency that licenses and regulates Santander in your state:

Michigan Department of Licensing and Regulatory Affairs  
Financial and Insurance Regulation  
PO Box 30220  
Lansing, MI 48909  
(877) 999-6442  
[www.michigan.gov/ofis](http://www.michigan.gov/ofis)

This letter closes and completes your request received on September 19, 2011 (OR-12-015).

Sincerely,



Laurie B. Hobbs  
Assistant General Counsel  
Office of Consumer Credit Commissioner

**Office of  
Consumer  
Credit  
Commissioner**



**Leslie L. Pettijohn  
Commissioner**

2601 N Lamar Blvd  
Austin, Tx 78705  
[www.occc.state.tx.us](http://www.occc.state.tx.us)

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OR-12-015  
Annie Rutland  
Santander Consumer USA, Inc.



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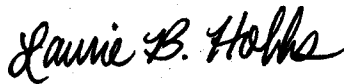
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Financial and Insurance Regulation  
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Lansing, MI 48909  
(877) 999-6442  
[www.michigan.gov/ofis](http://www.michigan.gov/ofis)

This letter closes and completes your request received on September 19, 2011 (OR-12-015).

Sincerely,



Laurie B. Hobbs  
Assistant General Counsel  
Office of Consumer Credit Commissioner

## CIVIL COVER SHEET

County in which action arose

This civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by the rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating a civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

ANNIE Rutland

(b) County of Residence of First Listed Plaintiff WAYNE  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

33195 WARREN RD APT 822  
WESTLAND, Michigan 48185

## DEFENDANTS

SANTANDER CONSUMERS

County of Residence of First Listed Defendant N/A  
(IN U.S. PLAINTIFF CASES ONLY)

Case: 2:11-cv-15250

Judge: Cook, Julian Abele

MJ: Michelson, Laurie J.

Filed: 11-30-2011 At 09:32 AM

CMP ANNIE RUTLAND V SANTANDER CONSUMERS USA (LG)

Attor  
8  
C

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP (For Diversity Cases Only)

- |   |   |                                       |   |                                |                                |
|---|---|---------------------------------------|---|--------------------------------|--------------------------------|
| Citizen of This State                   | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1        | Incorporated or Principal Place of Business In This State     | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2                | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5     | <input type="checkbox"/> 5     |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3                | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6     | <input type="checkbox"/> 6     |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

## V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

Violations of the FOIA

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE



## PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes

☒ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes

☒ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Notes :

---